

BARBARA HOFFMAN (BH 8931)
The Hoffman Law Firm
330 West 72nd Street
New York, New York 10023
(212) 873-6200 (phone)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BARBARA BROUGHEL

Plaintiff,

v.

THE BATTERY CONSERVANCY, WARRIE
PRICE, CLAIRE WEISZ AND MARK YOES,
“DBA” WEISZ + YOES

Defendants.

07 Civ. 7755

**DECLARATION OF BARBARA
HOFFMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR A
PRELIMINARY INJUNCTION**

I, Barbara Hoffman, an attorney admitted to practice in the state and federal courts in this state, declares under penalty of perjury as follows:

1. I am the counsel for the Plaintiff in the above-captioned matter.
2. Attached as Exhibit 1 to this Declaration is Local Laws of The City of New York for the Year 1982, No. 65, and Notice of Adoption of Regulations for the Implementation of Chapter 9, Section 234 of the Charter—Percent for Art Law.
3. Attached hereto as Exhibit 2 is a letter written to the Court on December 12, 2007.

The letter requests the right to move for a preliminary injunction on the part of the Plaintiff.

4. Defendants' counsel claims that Plaintiff delayed in bringing this motion for a preliminary injunction. Defendants' counsel represented to me that although they would not use

the Plaintiff on the Project, they were also not using Plaintiff's copyrighted designs. This turns out to have been a misrepresentation, as Plaintiff's work continues to be used by the Defendants.

5. Defendants, although they mentioned that they were bring a motion for a judgment on the pleadings before the November Conference before the Court and requested a schedule in these proceedings to reflect both parties' motions, they did not move for judgment ton the pleadings until one month after Plaintiff served her deposition requests.

6. Plaintiff immediately filed her cross motion for a preliminary injunction in response to the motions for judgment on the pleadings.

7. Knowing that the Plaintiff had submitted a letter requesting leave to file a motion for a preliminary injunction, Defendants apparently entered into a contractual relationship with another "artist." Defendants gave not indication that they were going to do this, and in fact the total lack of transparency in their actions, caused the Plaintiff's delay. The website continues to show Plaintiff's copyrighted designs and novel ideas and made no reference to engaging a new designer/artist.

8. I have reviewed the Community Board Resolution and significantly no visual imager is attached to the Resolution nor is there any discussion of the qualifications of Mr. Tsypin and the work that he will use.

Executed on May 9, 2008, New York, New York



BARBARA HOFFMAN